RECENT IMPORTANT DECISIONS.

ATTORNEY AND CLIENT—APPLICATION FOR LICENSE—POWER OF COURT.—Application for a license to practice law was made to the Supreme Court of Appeals in compliance with the following statute: "Any person desiring to obtain a license to practice law must appear before the county court of the county * * * and prove to the satisfaction of such court that he is a person of good moral character * * *; and upon such proof being made, the court shall make and enter an order on its record accordingly * * * And the Supreme Court of Appeals may upon the production of a duly certified order, hereinbefore mentioned, etc., * * * grant such applicant a license to practice law" in the courts of the state. Code 1906, § 1, c. 119. The Bar Association of Charleston opposed the granting of the license on the ground that the applicant was not a person of good moral character. *Held,* (POFFENBARGER and BRANNON, JJ., dissenting), that the county court's finding as to "good moral character" is not conclusive but only *prima facie* evidence thereof, and that the license be refused. *In re Application for License to Practice Law* (1910),—W. Va. —, 67 S. E. 597.

The theory underlying the opinion of the majority is that the power to prescribe rules for the admission to the practice of the law is inherently vested in the courts. *In re Day,* 181 Ill. 73, 50 L. R. A. 519. The dissenting opinion, drawing a sharp distinction between a license to practice law and admission to or membership in the bar of a court, concludes that the licensing of attorneys or the members of any other profession "belongs to the police power of the state, exercised by the legislature." *Re Applicants,* 143 N. Car. 1, 10 L. R. A. (N. S.) 288; *In re Cooper,* 22 N. Y. 67; Ex parte *Yale,* 24 Cal. 242. See also *In re Branch,* 70 N. J. L. 537; *In re Goodell,* 39 Wis. 232, 20 Am. Rep. 42; *In re Goodell,* 48 Wis. 693; *In re Leach,* 134 Ind. 665; *In re Splane,* 123 Pa. St. 527. Apart from the mooted question of the court's power over admission to the practice of the law, its power over the attorney as an officer of the court is complete. "The latter may exercise its summary jurisdiction over him to the extent of depriving him of his office." This power to strike from the rolls is inherent in the court itself. WEEKS, ATTORNEYS-AT-LAW, § 80. The court, however, must exercise its power with a sound and just judicial discretion, whereby the rights and independence of the bar may be as scrupulously guarded and maintained by the court, as the rights and dignity of the court itself." *In re Secombe,* 19 How. 9 (60 U. S. 9), 15 L. Ed., 565. The statutory grounds for the disbarment of an attorney-at-law are not exclusive. *In re Smith,* 73 Kan. 743, 748; *Bar Ass'n.* v. *Greenhood,* 168 Mass. 169, 183.

BILLS AND NOTES—ACCOMMODATION MAKER—EVIDENCE EXCLUDED TO CHANGE LIABILITY.—Plaintiff brings suit on a note executed by defendant as an accommodation maker. The note was not paid at maturity, and later the payee went into bankruptcy, and its property came into possession of plaintiff who

sold the same to G. Co., who agreed to pay the note. *Held,* (JAGGARD and O'BRIEN, J.J., dissenting), that the lower court did not err in excluding certain evidence to show plaintiff had waived its right to hold the maker by neglecting to collect from the payee. *National Citizens' Bank of Mankato* v. *Thro* (1910), — Minn. —., 124 N. W. 965.

As a general rule the accommodation party is so far a surety as to holders with notice of his accommodation character that he will be discharged by arrangements made to his prejudice with the principal debtor without his knowledge. 7 CYC. 727. The true relation of the parties to a note may be shown by parol evidence. *Hall* v. *Rogers,* 114 Ga. 357; *Jennings* v. *Moore,* 189 Mass. 197. In an action between the original parties to a note the circumstances of its issue are open to explanation. *Smith* v. *Van Blarcom,* 45 Mich. 371. Parol evidence to contradict the terms of a note is inadmissible. *Brewer* v. *Grogan,* 116 Ga. 60; *American Harrow Co.* v. *Dolvin,* 119 Ga. 186; *Torpey* v. *Tebo,* 184 Mass. 307. LEWIS, J., who delivered the majority opinion, while recognizing the general principles governing the decision of the case, said "presumably the written contract covered the subject as to the payment and liability on the notes. There is no evidence that respondent agreed to release appellant and hold the Gopher State Milling Company only for payment thereof."

No case has been found on all fours with the facts of the principal case, and the rule announced by the majority seems to be somewhat in advance of any reported decision relative to accommodation paper, but, nevertheless, in accord with reason and justice.

CARRIERS—CONCLUSIVENESS OF TICKET BETWEEN CONDUCTOR AND PASSENGER.—The Plaintiff boarded a street car of the Brooklyn Heights Railway Co., paid his fare and received a transfer to a connecting line. Through failure of the company to maintain its schedule the plaintiff had no opportunity to board a car until the time limit upon his transfer had expired. The conductor of the connecting line refused to accept the transfer, and ejected the plaintiff from the car when he declined to pay his fare again. *Held,* that the street car company is liable for the assault and battery, since the rule requiring the transfer to be refused by the conductor if not used within a stated time is unreasonable and illegal, unless the company furnishes cars whereby it can be used in that time. *Daniel* v. *Brooklyn Heights Railway Company* (1910), 121 N. Y. Supp. 577.

There is an irreconcilable conflict of the authorities upon the question of whether the ticket is conclusive between the conductor and the passenger of the latter's right of passage. The trend of recent decisions is toward holding the ticket not conclusive and the carrier liable for ejecting a passenger who has paid his fare but who holds a ticket invalid on its face. *Indianapolis etc. Co.* v. *Wilson,* 161 Ind. 153; *Sloane* v. *So. Cal. Co.,* 111 Cal. 668; *Ga. Ry. etc. Co.* v. *Baker,* 125 Ga. 562; *Cleveland Ry. Co.* v. *Connor,* 74 Ohio St. 225. The cases which hold that the ticket is not the sole criterion of the passenger's right to be carried, are based upon the fact that the passenger has made a valid contract of passage and is upon the train rightfully. It is